

SERFF Tracking Number: MRKB-125387746 State: Arkansas
First Filing Company: Markel American Insurance Company, ... State Tracking Number: #2 CHECKS \$100
Company Tracking Number: 0708FF093-B
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CGL (SIR)
Project Name/Number: Independent Forms/0708RF093-B

Filing at a Glance

Companies: Markel American Insurance Company, Markel Insurance Company

Product Name: CGL (SIR) SERFF Tr Num: MRKB-125387746 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #2 CHECKS \$100
Made/Occurrence
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: 0708FF093-B State Status: Fees verified and
Combinations received
Filing Type: Form Co Status: Sent to DOI for Approval Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Author: Wilfredo Mejia Disposition Date: 12/27/2007
Date Submitted: 12/13/2007 Disposition Status: Approved
Effective Date Requested (New): 03/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 03/01/2008 Effective Date (Renewal):
State Filing Description:
2 companies at \$50 each...total \$100
#1000097360 and # 1000097361 \$50 each

General Information

Project Name: Independent Forms Status of Filing in Domicile: Pending
Project Number: 0708RF093-B Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 12/27/2007
State Status Changed: 12/27/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
New Independent forms

Company and Contact

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Filing Contact Information

Wilfredo Mejia, Regulatory Compliance wmejia@markelcorp.com
Specialist
4600 Cox Road (800) 431-1270 [Phone]
Glen Allen, VA 23060 (804) 527-7900[FAX]

Filing Company Information

Markel American Insurance Company	CoCode: 28932	State of Domicile: Virginia
4600 Cox Road	Group Code: 785	Company Type: Commercial
		Property & Casualty
Glen Allen, VA 23060	Group Name:	State ID Number:
(800) 431-1270 ext. [Phone]	FEIN Number: 54-1398877	

Markel Insurance Company	CoCode: 38970	State of Domicile: Illinois
4600 Cox Road	Group Code: 785	Company Type: Commercial
		Property & Casualty
Glen Allen, VA 23060	Group Name:	State ID Number:
(800) 431-1270 ext. [Phone]	FEIN Number: 36-3101262	

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: 2 companies @ \$50.00 each

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Markel American Insurance Company	\$0.00	12/13/2007	
Markel Insurance Company	\$0.00	12/13/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1000097360	\$50.00	09/20/2007
1000097361	\$50.00	09/20/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/27/2007	12/27/2007

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Disposition

Disposition Date: 12/27/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Product Name: CGL (SIR)

Project Name/Number: Independent Forms/0708RF093-B

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	Self-Insured Retention – Expenses In Additional To Retention	Approved	Yes
Form	Self-Insured Retention – Expenses Within Retention	Approved	Yes
Form	Deductible Liability Insurance – With Supplementary Payments Included within the Deductible Amount	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Self-Insured Retention – Expenses In Additional To Retention	MGL243	07/07	Endorsement/Amendment/Conditions		0.00	MGL24307.pdf
Approved	Self-Insured Retention – Expenses Within Retention	MGL244	07/07	Endorsement/Amendment/Conditions		0.00	MGL24407.pdf
Approved	Deductible Liability Insurance – With Supplementary Payments Included within the Deductible Amount	MGL245	11/07	Endorsement/Amendment/Conditions		0.00	MGL24507.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION - EXPENSES IN ADDITION TO RETENTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

OTHER (Specify) _____

SCHEDULE

Self-insured retention \$ ☐ Each Claim
 ☐ Each "Occurrence"
 ☐ Other (specify) _____

 \$ Aggregate, Any One Policy Period

Retention applies: ☐ Separately to each of the coverage forms indicated below; or
 ☐ Combined, to include all of the coverage forms indicated below.

Applicable Coverage Forms: ☐ Commercial General Liability Coverage Form

 ☐ Other (specify) _____

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

As respects the Applicable Coverage Form(s) indicated in the Schedule above, the following applies:

I. The following is added:

SELF-INSURED RETENTION

- A.** We shall have no obligation to pay or indemnify the insured for any amount under any applicable Coverage until the amount of damages for which the insured is liable to pay exceeds the Self-Insured Retention shown in the schedule above.
- B.** The insured, or the Named Insured in the insured's behalf, has the duty to defend any claim or "suit" seeking damages to which this insurance applies and shall be responsible for paying any "claim expenses". The "claim expenses" are in addition to the Self-Insured Retention shown in the schedule above.

- C. The insured shall make claim for indemnification under this Coverage as soon as practicable after one of the following occurs:
1. The sum of damages to which this insurance applies exceeds the Self-Insured Retention shown in the above schedule; and
 2. The insured has paid the entire amount of the Self-Insured Retention as shown in the above schedule to the claimant; and
 3. The insured has made a claim for indemnification to us as soon as practicable after its legal obligation to pay damages has been determined.

We shall then promptly indemnify the insured for such amount of the claim that exceeds the Self-Insured Retention shown in the above schedule, subject to this Coverage's relevant Limit of Insurance set forth in the applicable Coverage Form's(s') Declarations or in any endorsements attached thereto.

- D. We will pay the insured a portion of the "claim expenses" it incurs. Our portion of the "claim expenses" shall be calculated using the following formula:

$$(\text{Damages Subject to Indemnification by the Applicable Coverage Form} \div \text{Total Amount of Damages}) \times (\text{Total "Claim Expenses"})$$

This indemnity for the insured's portion of the "claim expenses" shall be in addition to this Coverage Form's relevant Limit of Insurance as shown in the applicable Coverage Form's Declarations or any Endorsement attached thereto.

- E. The insured's legal obligation to pay damages must be evidenced either by a judgment against the insured after actual trial or by a written settlement agreement executed by the insured and the claimant. The insured must obtain our prior written consent before offering or agreeing to pay an amount which exceeds the Self-Insured Retention shown in the above schedule in order to settle any claim or "suit" seeking damages to which this insurance applies.
- F. We have no duty to defend any claim or "suit" to which the Self-Insured Retention applies, but we shall have the right to associate with the insured in the defense of any claim or "suit" which, in our sole opinion, may create indemnification obligations for us under this Coverage. You will cooperate with us if we choose to exercise this right.
- G. We shall also have the right, but not the duty, to assume control in the defense of any claim or "suit" which, in our sole opinion, may create indemnification obligations for us under this Coverage. This assumption of control shall include, but not be limited to:
1. The investigation of any "occurrence", loss, offense, claim or "suit";
 2. The selection or retention of defense counsel;
 3. The appeal of any judgment; or
 4. The settlement of any claim or "suit".
- H. If we exercise our rights specified in paragraphs F and G, we shall pay our own "claim expenses".
- II. With respect to the applicable Coverage Forms indicated in the schedule above, the Self-Insured Retention shown in the above schedule applies as follows:
- A. Each "Occurrence" - When coverage is provided to you on an Each "Occurrence" basis, then, for each "occurrence" to which this insurance applies, you are responsible for paying for all resulting damages, up to the Self-Insured Retention shown in the above schedule, regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- B. Each Claim - When coverage is provided to you on an Each Claim basis, then, for each claim to which this insurance applies, you are responsible for paying for all resulting damages, up to the Self-Insured Retention shown in the above schedule, for each and every claim.

- C. Other - When coverage is provided to you on any basis other than on an Each "Occurrence" or Each Claim basis, then you are responsible for paying for all covered damages arising out of each claim or loss to which this insurance applies, up to the Self-Insured Retention shown in the above schedule.
 - D. Aggregate, Any One Policy Period - When an aggregate amount is shown in the above schedule, that amount is the most you will pay for the total of all Self-Insured Retentions in any one policy period for all claims or losses to which this insurance applies.
 - E. Separately to each Coverage Form indicated on the schedule - You are responsible for paying for all covered damages arising out of each claim or loss to which each individual Coverage Form applies, up to the Self-Insured Retention shown in the above schedule. The Self-Insured Retention will apply separately per Coverage Form. As an example, if multiple Coverage Forms apply to any one claim or loss, multiple Self-Insured Retentions would apply.
 - F. Combined to include all of the Coverage Forms indicated on the schedule - You are responsible for paying for all covered damages arising out of each claim or loss to which any Coverage Form applies, up to the Self-Insured Retention shown in the above schedule. There is only one Self-Insured Retention, which will apply to each claim or loss regardless of whether more than one Coverage Form applies. As an example, if multiple Coverage Forms apply to any one claim or loss, a single Self-Insured Retention would apply.
- III. Any SUPPLEMENTARY PAYMENTS sections of any applicable Coverage Form(s) indicated in the schedule above are hereby deleted.
- IV. The limits of insurance of any applicable Coverage Form(s) indicated in the above schedule will not be reduced by your payment of any Self-Insured Retention shown in the above schedule.
- V. Any Bankruptcy condition in any applicable Coverage Form(s) indicated in the above schedule is hereby replaced by the following:
- Bankruptcy, insolvency, or receivership of the insured, or the insured's inability to pay the Self-Insured Retention shown in the above schedule, will not relieve us of our obligations under any applicable Coverage Form(s) indicated in the schedule above.
- The applicable Coverage Form(s)' relevant Limit of Insurance set forth in the applicable Declarations or in any Endorsements attached thereto will apply in excess of the Self-Insured Retention shown in the above schedule. Therefore, in the event of bankruptcy, insolvency, receivership of the insured or any inability of the insured to pay the Self-Insured Retention shown in the above schedule, coverage will apply as if the Self-Insured Retention shown in the schedule is available and paid by the insured.
- VI. Any Duties In The Event Of An "Occurrence", Offense, Claim, Or "Suit" in any applicable Coverage Form(s) indicated in the above schedule is hereby replaced by the following but only as respects "occurrences", offenses, claims or "suits" applicable to the Self-Insured Retention shown in the schedule above:
- A. You must see to it that we are notified as soon as practicable of a loss, "occurrence" or offense which appears likely to involve indemnification by the applicable Coverage. Notice should include:
 - 1. How, when, and where the loss, "occurrence" or offense took place;
 - 2. The names and addresses of any injured persons or witnesses; and
 - 3. The nature and location of any injury or damage arising out of the loss, "occurrence" or offense.

Notice of a loss, "occurrence" or offense is not notice of a claim.
 - B. If a claim is made or "suit" is brought against any insured, and such claim or "suit" appears likely to involve indemnification by the applicable Coverage, then you must do the following:
 - 1. Immediately record the specifics of the claim or notice of "suit" and the date received; and
 - 2. Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" immediately thereafter.
 - C. In any event, you must notify us in the manner specified above of any loss, "occurrence", offense, claim, or "suit" which falls within the following parameters:
 - 1. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for damages which equals or exceeds 33% of the Self-Insured Retention shown in the above schedule; or

2. Involves any of the following injuries:

- (a)** Fatality;
- (b)** An amputation or loss of use of a major extremity;
- (c)** Brain damage affecting mentality or central nervous system - such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);
- (d)** Blindness - one or both eyes;
- (e)** Any injury to the spinal cord;
- (f)** Multiple fractures-involving more than one member or non-union;
- (g)** Fracture of both heel bones (fractured bilateral os calcis);
- (h)** Nerve damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);
- (i)** Massive internal injuries affecting body organs;
- (j)** Injury to nerves at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder;
- (k)** Burns - involving over 10% of the body with third degree, or over 30% of the body with second degree;
- (l)** Any disability where it appears reasonably likely that there will be disability which lasts for more than one year; or,
- (m)** Rape and/or sexual molestation of any individual.

D. In connection with paragraphs A., B., and C. above, you and any other involved insured must, upon our request, do the following:

- 1.** Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- 2.** Authorize us to obtain records and other information;
- 3.** Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- 4.** Assist us in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

VII. The following is added to the Other Insurance conditions of the applicable Coverage Form(s) and replaces corresponding provisions, but only as respects claims affected by the Self-Insured Retention shown in the schedule above:

- A.** With respect to all applicable Coverage Form(s) affected by this Endorsement, it is agreed that coverages provided by each applicable Coverage Form are not primary insurance but rather are excess insurance over the Self-Insured Retention shown in the above schedule.
- B.** If other valid and collectible insurance is available to the insured which covers damages that are subject to indemnification under the terms and conditions of this Endorsement, then our indemnification obligations are limited as follows:
 - 1.** All Coverages affected by this Endorsement are excess over any other insurance covering the insured, whether such other insurance is written on a primary, excess, contingent or on any other basis, except for such other insurance that is specifically purchased by you to apply in excess of this Coverage's relevant Limit of Insurance set forth in the Declarations of any applicable Coverage Form(s) shown in the schedule above or in any Endorsement attached thereto.

2. If any other insurance that is purchased by you applies on the same basis as any insurance Coverages shown in the Schedule above that are affected by this Endorsement, then our indemnification obligation to you will be shared with such insurance coverage by the method described by the following:

Method of Sharing

If such other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid or indemnified (as the case may be) the insured its applicable limit of insurance or none of the loss remains, whichever comes first.

If such other insurance does not permit contribution by equal shares, we will indemnify by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total limits of insurance of all insurers.

VIII. Any Transfer Of Rights Of Recovery Against Others To Us clause in any applicable Coverage Form(s) indicated in the above schedule is replaced by the following:

A. With regard to subrogation rights and obtaining recovery from others:

1. We have the right to recover all indemnification payments which we have made to the insured from anyone liable for such loss. If the insured recovers from anyone liable for such loss, we shall be reimbursed first from such recovery to the extent of our indemnification payments to the insured.
2. If the insured does not commence an action or proceeding to recover damages from anyone liable for a loss paid by us, the insured agrees to assign all of its rights of recovery to us and also agrees that we have the rights of the insured to recover damages from anyone liable for such loss. The insured will do everything necessary to protect those rights and help us to enforce them. Any such recovery will be allocated by us as follows:
 - a) We will be reimbursed for all of our indemnification payments under this Coverage;
 - b) Any balance of the recovery which remains after we have been reimbursed will be paid to the insured.
3. Expenses of all proceedings to recover from anyone liable for injury covered by this Coverage will be allocated between the insured and us in the ratio represented by the allocation of any damages which have been recovered.
4. If such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.
5. If there is insurance coverage in excess of any applicable Coverage's(s') relevant Limit of Insurance set forth in the Declarations or in any Endorsement attached thereto, and if subrogation recovery is obtained from anyone liable for loss, any such excess carrier will be reimbursed for any loss paid in excess of such relevant Coverage Limit before any reimbursement is made to us or the insured under the provisions of this condition.
6. If there is no insurance coverage in excess of any applicable Coverage's(s') relevant Limit of Insurance set forth in the Declarations or in any Endorsement attached thereto, and if there is a subrogation recovery in excess of such relevant Coverage Limit, the insured will be reimbursed to the extent of any loss paid by the insured in excess of such relevant Coverage Limit, before we are reimbursed under the provisions of this Endorsement.

IX. The following additional definition is added:

"Claim expenses" means:

1. Claim investigation costs;
2. Legal expenses; and
3. Litigation costs, including but not limited to pre- and post-judgment interest as required by law on awards and judgments and the cost of bonds to release attachments or to appeal;

which are reasonable in amount and can be directly allocated to a specific claim or "suit" which triggers the application of the applicable Coverage. This term also includes reasonable attorney fees and necessary litigation expenses incurred by the insured arising out of an "insured contract" in defense of an indemnitee or incurred by an indemnitee at the insured's request. "Claim expenses" does not include salaries and expenses of employees of the insured (including affiliate or subsidiary organizations of the insured), annual retainers, overhead, and any fees paid for claim administration.

- X. To the extent that any terms or conditions of this Endorsement conflict with the terms and conditions of the applicable Coverage Form(s) indicated in the schedule above, or any other Endorsement attached thereto, it is agreed that the terms and conditions of this Endorsement prevail. Except as changed by this Endorsement, all other terms and conditions of the applicable Coverage Form(s) remain in force.

SELF-INSURED RETENTION - EXPENSES WITHIN RETENTION

OTHER (Specify) _____

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- C. The insured shall make claim for indemnification under this Coverage as soon as practicable after one of the following occurs:
1. The sum of damages to which this insurance applies plus "claim expenses" exceeds the Self-Insured Retention shown in the above schedule; or
 2. The amount of "claim expenses" exceeds the Self-Insured Retention shown in the above schedule, regardless of whether damages are ever assessed against the insured.

We shall then promptly indemnify the insured for such amount that exceeds the Self-Insured Retention shown in the above schedule, subject to this Coverage's relevant Limit of Insurance set forth in the applicable Coverage Form's(s') Declarations or in any endorsements attached thereto.

- D. The insured's legal obligation to pay damages must be evidenced either by a judgment against the insured after actual trial or by a written settlement agreement executed by the insured and the claimant. The insured must obtain our prior written consent before offering or agreeing to pay an amount which exceeds the Self-Insured Retention shown in the above schedule in order to settle any claim or "suit" seeking damages to which this insurance applies.
- E. We have no duty to defend any claim or "suit" to which the Self-Insured Retention applies, but we shall have the right to associate with the insured in the defense of any claim or "suit" which, in our sole opinion, may create indemnification obligations for us under this Coverage. You will cooperate with us if we choose to exercise this right.
- F. We shall also have the right, but not the duty, to assume control in the defense of any claim or "suit" which, in our sole opinion, may create indemnification obligations for us under this Coverage. This assumption of control shall include, but not be limited to:
1. The investigation of any "occurrence", loss, offense, claim or "suit";
 2. The selection or retention of defense counsel;
 3. The appeal of any judgment; or
 4. The settlement of any claim or "suit".
- G. If we exercise our rights specified in paragraphs E and F, we shall pay our own "claim expenses".
- II. With respect to the applicable Coverage Forms indicated in the schedule above, the Self-Insured Retention shown in the above schedule applies as follows:
- A. Each "Occurrence" - When coverage is provided to you on an Each "Occurrence" basis, then, for each "occurrence" to which this insurance applies, you are responsible for paying for all resulting damages, up to the Self-Insured Retention shown in the above schedule, regardless of the number of persons or organizations who sustain damages because of that "occurrence."
- B. Each Claim - When coverage is provided to you on an Each Claim basis, then, for each claim to which this insurance applies, you are responsible for paying for all resulting damages, up to the Self-Insured Retention shown in the above schedule, for each and every claim.
- C. Other - When coverage is provided to you on any basis other than on an Each "Occurrence" or Each Claim basis, then you are responsible for paying for all covered damages arising out of each claim or loss to which this insurance applies, up to the Self-Insured Retention shown in the above schedule.
- D. Aggregate, Any One Policy Period - When an aggregate amount is shown in the above schedule, that amount is the most you will pay for the total of all Self-Insured Retentions in any one policy period for all claims or losses to which this insurance applies.
- E. Separately to each Coverage Form indicated on the schedule - You are responsible for paying for all covered damages arising out of each claim or loss to which each individual Coverage Form applies, up to the Self-Insured Retention shown in the above schedule. The Self-Insured Retention will apply separately per Coverage Form. As an example, if multiple Coverage Forms apply to any one claim or loss, multiple Self-Insured Retentions would apply.

G. Combined to include all of the Coverage Forms indicated on the schedule - You are responsible for paying for all covered damages arising out of each claim or loss to which any Coverage Form applies, up to the Self-Insured Retention shown in the above schedule. There is only one Self-Insured Retention, which will apply to each claim or loss regardless of whether more than one Coverage Form applies. As an example, if multiple Coverage Forms apply to any one claim or loss, a single Self-Insured Retention would apply.

III. Any SUPPLEMENTARY PAYMENTS sections of any applicable Coverage Form(s) indicated in the schedule above are hereby deleted.

IV. The limits of insurance of any applicable Coverage Form(s) indicated in the above schedule will not be reduced by your payment of any Self-Insured Retention shown in the above schedule.

V. Any Bankruptcy condition in any applicable Coverage Form(s) indicated in the above schedule is hereby replaced by the following:

Bankruptcy, insolvency, or receivership of the insured, or the insured's inability to pay the Self-Insured Retention shown in the above schedule, will not relieve us of our obligations under any applicable Coverage Form(s) indicated in the schedule above.

The applicable Coverage Form's(s') relevant Limit of Insurance set forth in the applicable Declarations or in any Endorsements attached thereto will apply in excess of the Self-Insured Retention shown in the above schedule. Therefore, in the event of bankruptcy, insolvency, receivership of the insured or any inability of the insured to pay the Self-Insured Retention shown in the above schedule, coverage will apply as if the Self-Insured Retention shown in the schedule is available and paid by the insured.

VI. Any Duties In The Event Of An "Occurrence", Offense, Claim, Or "Suit" in any applicable Coverage Form(s) indicated in the above schedule is hereby replaced by the following but only as respects "occurrences", offenses, claims or "suits" applicable to the Self-Insured Retention shown in the schedule above:

A. You must see to it that we are notified as soon as practicable of a loss, "occurrence" or offense which appears likely to involve indemnification by the applicable Coverage. Notice should include:

1. How, when, and where the loss, "occurrence" or offense took place;
2. The names and addresses of any injured persons or witnesses; and
3. The nature and location of any injury or damage arising out of the loss, "occurrence" or offense.

Notice of a loss, "occurrence" or offense is not notice of a claim.

B. If a claim is made or "suit" is brought against any insured, and such claim or "suit" appears likely to involve indemnification by the applicable Coverage, then you must do the following:

1. Immediately record the specifics of the claim or notice of "suit" and the date received; and
2. Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" immediately thereafter.

C. In any event, you must notify us in the manner specified above of any loss, "occurrence", offense, claim, or "suit" which falls within the following parameters:

1. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for damages which equals or exceeds 33% of the Self-Insured Retention shown in the above schedule; or
2. Involves any of the following injuries:
 - (a) Fatality;
 - (b) An amputation or loss of use of a major extremity;
 - (c) Brain damage affecting mentality or central nervous system - such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

- (d) Blindness - one or both eyes;
- (e) Any injury to the spinal cord;
- (f) Multiple fractures - involving more than one member or non-union;
- (g) Fracture of both heel bones (fractured bilateral os calcis);
- (h) Nerve damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);
- (i) Massive internal injuries affecting body organs;
- (j) Injury to nerves at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder;
- (k) Burns - involving over 10% of the body with third degree, or over 30% of the body with second degree;
- (l) Any disability where it appears reasonably likely that there will be disability which lasts for more than one year; or,
- (m) Rape and/or sexual molestation of any individual.

D. In connection with paragraphs A., B., and C. above, you and any other involved insured must, upon our request, do the following:

1. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
2. Authorize us to obtain records and other information;
3. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
4. Assist us in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

VII. The following is added to the Other Insurance conditions of the applicable Coverage Form(s) and replaces corresponding provisions, but only as respects claims affected by the Self-Insured Retention shown in the schedule above:

- A.** With respect to all applicable Coverage Form(s) affected by this Endorsement, it is agreed that coverages provided by each applicable Coverage Form are not primary insurance but rather are excess insurance over the Self-Insured Retention shown in the above schedule.
- B.** If other valid and collectible insurance is available to the insured which covers damages that are subject to indemnification under the terms and conditions of this Endorsement, then our indemnification obligations are limited as follows:
 1. All Coverages affected by this Endorsement are excess over any other insurance covering the insured, whether such other insurance is written on a primary, excess, contingent or on any other basis, except for such other insurance that is specifically purchased by you to apply in excess of this Coverage's relevant Limit of Insurance set forth in the Declarations of any applicable Coverage Form(s) shown in the schedule above or in any Endorsement attached thereto.
 2. If any other insurance that is purchased by you applies on the same basis as any insurance Coverages shown in the Schedule above that are affected by this Endorsement, then our indemnification obligation to you will be shared with such insurance coverage by the method described by the following:

Method of Sharing

If such other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid or indemnified (as the case may be) the insured its applicable limit of insurance or none of the loss remains, whichever comes first.

If such other insurance does not permit contribution by equal shares, we will indemnify by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total limits of insurance of all insurers.

VIII. Any Transfer Of Rights Of Recovery Against Others To Us clause in any applicable Coverage Form(s) indicated in the above schedule is replaced by the following:

A. With regard to subrogation rights and obtaining recovery from others:

1. We have the right to recover all indemnification payments which we have made to the insured from anyone liable for such loss. If the insured recovers from anyone liable for such loss, we shall be reimbursed first from such recovery to the extent of our indemnification payments to the insured.
2. If the insured does not commence an action or proceeding to recover damages from anyone liable for a loss paid by us, the insured agrees to assign all of its rights of recovery to us and also agrees that we have the rights of the insured to recover damages from anyone liable for such loss. The insured will do everything necessary to protect those rights and help us to enforce them. Any such recovery will be allocated by us as follows:
 - a) We will be reimbursed for all of our indemnification payments under this Coverage;
 - b) Any balance of the recovery which remains after we have been reimbursed will be paid to the insured.
3. Expenses of all proceedings to recover from anyone liable for injury covered by this Coverage will be allocated between the insured and us in the ratio represented by the allocation of any damages which have been recovered.
4. If such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.
5. If there is insurance coverage in excess of any applicable Coverage's(s') relevant Limit of Insurance set forth in the Declarations or in any Endorsement attached thereto, and if subrogation recovery is obtained from anyone liable for loss, any such excess carrier will be reimbursed for any loss paid in excess of such relevant Coverage Limit before any reimbursement is made to us or the insured under the provisions of this condition.
6. If there is no insurance coverage in excess of any applicable Coverage's(s') relevant Limit of Insurance set forth in the Declarations or in any Endorsement attached thereto, and if there is a subrogation recovery in excess of such relevant Coverage Limit, the insured will be reimbursed to the extent of any loss paid by the insured in excess of such relevant Coverage Limit, before we are reimbursed under the provisions of this Endorsement.

IX. The following additional definition is added:

"Claim expenses" means:

1. Claim investigation costs;
2. Legal expenses; and
3. Litigation costs, including but not limited to pre- and post-judgment interest as required by law on awards and judgments and the cost of bonds to release attachments or to appeal;

which are reasonable in amount and can be directly allocated to a specific claim or "suit" which triggers the application of the applicable Coverage. This term also includes reasonable attorney fees and necessary litigation expenses incurred by the insured arising out of an "insured contract" in defense of an indemnitee or incurred by an indemnitee at the insured's request. "Claim expenses" does not include salaries and expenses of employees of the insured (including affiliate or subsidiary organizations of the insured), annual retainers, overhead, and any fees paid for claim administration.

X. To the extent that any terms or conditions of this Endorsement conflict with the terms and conditions of the applicable Coverage Form(s) indicated in the schedule above, or any other Endorsement attached thereto, it is agreed that the terms and conditions of this Endorsement prevail. Except as changed by this Endorsement, all other terms and conditions of the applicable Coverage Form(s) remain in force.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE (WITH SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE DEDUCTIBLE AMOUNT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We shall have no obligation to pay or indemnify the insured for any amount under any sections of any applicable Coverage Form(s) indicated in the schedule above, including, but not limited to damages, judgments, settlements, defense costs and any other Supplementary Payments, until the deductible(s) described in the above schedule is met.

However, our indirect expenses such as salaries or other overhead expenses we incur are not included in the deductible amount.

E. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

<i>SERFF Tracking Number:</i>	<i>MRKB-125387746</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Markel American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#2 CHECKS \$100</i>
<i>Company Tracking Number:</i>	<i>0708FF093-B</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CGL (SIR)</i>		
<i>Project Name/Number:</i>	<i>Independent Forms/0708RF093-B</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MRKB-125387746 State: Arkansas
First Filing Company: Markel American Insurance Company, ... State Tracking Number: #2 CHECKS \$100
Company Tracking Number: 0708FF093-B
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CGL (SIR)
Project Name/Number: Independent Forms/0708RF093-B

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	12/27/2007

Comments:

Attachment:

NAIC PCTD.pdf

		Review Status:	
Satisfied -Name:	Cover Letter	Approved	12/27/2007

Comments:

Attachment:

Cover Letter.pdf

		Review Status:	
Satisfied -Name:	Filing Memo	Approved	12/27/2007

Comments:

Attachment:

Filing Memo.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
Markel Corporation	785

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Markel Insurance Company	IL	38970	36-3101262	
Markel American Insurance Company	VA	28932	54-1398877	

5. Company Tracking Number	0708FF093-B
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Deidre Balbuena 4600 Cox Road Glen Allen, VA 23060	VP Director Product & Regulatory Services	1-800-431-1270 Ext.	1-804-527-7900	@markelcorp.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Deidre Balbuena

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial General Liability
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 03-01-2008 Renewal: 03-01-2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	12-13-2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	0708FF093-B
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Markel Insurance Company and Markel American Insurance Company wish to file the enclosed new independent forms for your review as an enhancement to our General Liability line of business.

Please see our attached Filing Memorandum for a summary of the forms submitted.

[illegible]

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



MARKEL CORPORATION

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870
(804) 527-2700 (800) 431-1270 www.markelinsurance.com

December 13, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: Markel Insurance Company, NAIC #785-38970
Markel American Insurance Company, NAIC #785-28932
General Liability –Forms
Co File # 0708FF093-B

Honorable Bowman:

Markel Insurance Company and Markel American Insurance Company wish to file the enclosed new independent forms for your review as an enhancement to our General Liability line of business. The companion rate/rule filing is being desk filed under separate cover as filing # 0708RR093-B.

We have summarized the proposed changes in the attached Filing Memorandum.

We trust you will find this submission in order. We wish to utilize this filing for all policies effective on or after March 1, 2008. Should you have any questions regarding this filing, please contact Meiji Mejia by phone at (800) 431-1270, ext 7941, by mail at the above address or by e-mail at wmejia@markelcorp.com.

Sincerely,

Deidre I. Balbuena
Vice President
Product & Regulatory Services

Markel Insurance Company
Markel American Insurance Company
Filing Memorandum
General Liability

The following is a brief explanation of the enclosed General Liability coverage endorsements:

1) Self Insured Retention (Forms & Rating Rule)

Markel is introducing the following new endorsements that would give the insured the option of having a self insured retention (SIR), in lieu of a deductible.

- **MGL 243** – *Self-Insured Retention – Expenses In Additional To Retention*
- **MGL 244**– *Self-Insured Retention – Expenses Within Retention*

A self insured retention is an alternative method of coverage under which the insured agrees to perform all the functions normally undertaken by the insurance company for losses up to the amount specified.

2) Deductible Liability - Supplementary Payments Included (Form & Rating Rule)

Markel is introducing **MGL245** *Deductible Liability Insurance – with Supplementary Payments Included within the Deductible Amount* that would give the insured the option of having supplementary payments included within the deductible or self insured retention (SIR) amount. The standard liability deductible filed by ISO does not include these supplementary payments within the deductible amount. Our new endorsement was developed from ISO's endorsement CG 03 00, by adding item D. to page 2 to provide for Supplementary Payments to be included within the deductible mount.